

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

UPSTATE NEW YORK ENGINEERS HEALTH FUND, by Deborah Spaulding, as Administrator; UPSTATE NEW YORK ENGINEERS PENSION FUND, by Deborah Spaulding, as Administrator; UPSTATE NEW YORK ENGINEERS S.U.B. FUND, by Deborah Spaulding, as Administrator; UPSTATE NEW YORK ENGINEERS TRAINING FUND, by Theron Hogle and Eugene Hallock, as Trustees; LOCAL 106 TRAINING AND APPRENTICESHIP FUND, by Daniel J. McGraw and Eugene Hallock, as Trustees; CENTRAL PENSION FUND OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS AND PARTICIPATING EMPLOYERS, by Michael A. Crabtree, as Chief Executive Officer; UPSTATE NEW YORK OPERATING ENGINEERS, LOCAL 158, by Daniel McGraw, as Business Manager,

Plaintiffs,

– against –

AMERICAN IRON & CRANE, INC., GEORGE MICHAEL HOY, individually and as an Officer of American Iron & Crane, Inc., and AMBER BRATE, individually and as an officer of American Iron & Crane, Inc.,

Defendants.

**STIPULATION AND
ORDER OF
CONDITIONAL
DISCONTINUANCE
WITH RIGHT TO
REOPEN**

Civil Action No.
5:20-cv-00285
(DNH/ML)

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel, the attorneys of record for Plaintiffs and Defendants, no party being an infant, incompetent person, or in the military service, that the above-referenced action is settled and except as detailed in this Stipulation and Order of Discontinuance with Right to Reopen and the Settlement Agreement, dated February 19, 2021, (which is confidential and not to be disclosed except in limited circumstances), Plaintiffs' claims are discontinued without prejudice. The action is conditionally discontinued on the following terms:

1. The action is settled in accordance with the terms of the Memorandum of Tentative Settlement, dated January 6, 2021, and the Settlement Agreement, dated February 19, 2021.

2. The action is discontinued subject to the terms and conditions of Settlement Agreement and the parties' right to reopen the action.

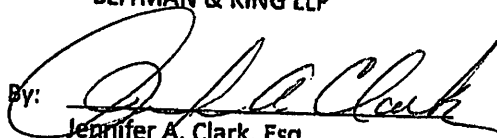
3. The Court expressly maintains and retains jurisdiction over this action, the settlement, and the parties for purposes of enforcing the Settlement Agreement, obtaining compliance with the terms of the Settlement Agreement, and allowing Plaintiffs to, among other things, proceed with entry of judgment against Defendant American Iron & Crane, Inc. in accordance with the terms and conditions of the Settlement Agreement.

4. In accordance with paragraph No. 3, the parties retain and are expressly granted the right to reopen this action to obtain compliance with the terms of the Settlement Agreement and to, among other things, allow Plaintiffs to, among other things, proceed with entry of judgment against Defendant American Iron & Crane, Inc. in accordance with the terms and conditions of the Settlement Agreement.

DATED: ^{March} February 1, 2021

BLITMAN & KING LLP

By:

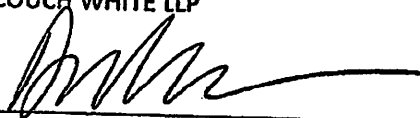


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DATED: February 19, 2021

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DATED: February 11, 2021

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By: 

Thomas J. Higgs, Esq.

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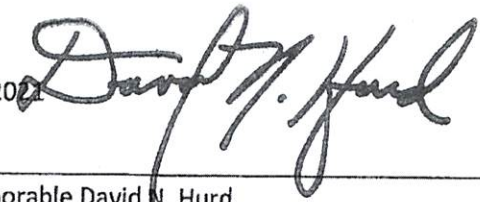
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SO ORDERED:

DATED: 3-9, 2021



Honorable David N. Hurd
United States District Court Judge